

I. (a) PLAINTIFFS

Philadelphia Professional Colletions, LLC

(c) Attorneys (*Firm Name, Address, and Telephone Number*)
Farzana Islam, Esquire White & Williams LLP
1650 Market Street, Suite 1800, Phila., PA 19103;
215-864-7018

Crawl Space Door System, Inc. d/b/a Crawl Space Door Systems, Inc.

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Steven E. Angstreich, Esquire, Weir & Partners LLP
1339 Chestnut Street, Suite 500, Phila., PA 19107
215-665-8181

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT		TORTS		FORFEITURE/PENALTY		BANKRUPTCY		OTHER STATUTES	
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	
<input type="checkbox"/> 151 Medicare Act		PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions					
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)									
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits									
<input type="checkbox"/> 160 Stockholders' Suits									
<input checked="" type="checkbox"/> 190 Other Contract									
<input type="checkbox"/> 195 Contract Product Liability									
<input type="checkbox"/> 196 Franchise									
REAL PROPERTY		CIVIL RIGHTS		PRISONER PETITIONS					
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement							
<input type="checkbox"/> 220 Foreclosure									
<input type="checkbox"/> 230 Rent Lease & Ejectment									
<input type="checkbox"/> 240 Torts to Land									
<input type="checkbox"/> 245 Tort Product Liability									
<input type="checkbox"/> 290 All Other Real Property									

☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

Cite the U.S. Civil Statute under which you are filing (*Do not cite jurisdictional statutes unless diversity*).
28 USC Section 1332

Brief description of cause:
Brief of Contract and Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S)
IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE 5/1/82

SIGNATURE OF ATTORNEY-OF-RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 1650 Market Street, Suite 1800, Philadelphia, PA 19103
Address of Defendant: 3700 Shore Drive, Suite 101, Virginia Beach, VA 23455
Place of Accident, Incident or Transaction: Camden, New Jersey

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 12/16/21 [Signature] 3739
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FEELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases

(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: _____ Sign here if applicable
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

PHILADELPHIA PROFESSIONAL COLLECTIONS	:	CIVIL ACTION NO.:
LLC	:	
Plaintiff,	:	
	:	
CRAWL SPACE DOOR SYSTEM, INC. d/b/a	:	
CRAWL SPACE DOOR SYSTEMS, INC.	:	
	:	
Defendant.	:	

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, *et seq.*, Defendant Crawl Space Door System, Inc., d/b/a Crawl Space Door Systems, Inc. (“Defendant”) removes this case from the Court of Common Pleas of Philadelphia County, Pennsylvania, to the United States District Court for the Eastern District of Pennsylvania. In support of this Notice of Removal, Defendant states as follows:

Background

1. On or about November 23, 2021, Plaintiff Philadelphia Professional Collections, LLC (“Plaintiff”) commenced this action via Complaint in the Court of Common Pleas of Philadelphia County, Pennsylvania. A copy of the Complaint is attached hereto as Exhibit “A.”
2. On or about December 8, 2021, Defendant served Plaintiff with the Complaint via U.S. First-Class mail.
3. A notice of removal must be filed within 30 days after the initial pleading. *See* 28 U.S.C. § 1446(b)(1). A complaint is considered an initial pleading and triggers the 30-day period. *Sikirica v. Nationwide Ins. Co.*, 416 F.3d 214, 223 (3d Cir. 2005).

4. Defendant files this Notice within 30 days after receipt of a copy of the initial pleading setting forth the claim for relief upon which the action is based, in this instance, the Complaint. *See* 28 U.S.C. § 1446(b)(1).

5. Other than as provided above, Defendant has received no other process, pleadings, motions or orders for this matter.

Amount in Controversy

6. In its Complaint, Plaintiff alleges that Defendant owes White and Williams, LLC (“W&W”) \$670,077.93 for legal services rendered by W&W in representing Defendant in the now-closed matter captioned *Smart Vent Products, Inc. v. Crawl Space Door System, Inc.*, Docket No. 1:13-cv-05691-JBS-JKW, which was litigated in the United States District Court for the District of New Jersey. Complaint at ¶ 21.

7. Plaintiff alleges that W&W assigned all of its rights and claims against Defendant to Plaintiff pursuant to an Assignment Agreement. *Id.* at ¶ 22 and Exhibit C.

8. Accordingly, the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs as required by 28 U.S.C. § 1332(a).

Diversity of Citizenship

9. Plaintiff alleges that it is a Pennsylvania limited liability company with a principal place of business located at 1650 Market Street, Suite 1800, Philadelphia, Pennsylvania 19103. Complaint at ¶ 1.

10. Plaintiff is wholly-owned by W&W. *Id.*, Exhibit B at 1.

11. W&W is a Pennsylvania limited liability partnership with a principal place of business located at 1650 Market Street, Suite 1800, Philadelphia, Pennsylvania 19103. *Id.*

12. W&W has no offices in the Commonwealth of Virginia.

13. Upon information and belief, none of Plaintiff's members are citizens of Virginia.

14. Defendant is a corporation organized under the laws of the Commonwealth of Virginia, with a principal place of business at 3700 Shore Drive, Suite #101, Virginia Beach, Virginia 23455.

15. Accordingly, complete diversity of citizenship between the parties to this action as required by 28 U.S.C. § 1332(a)(1) exists.

Propriety of Removal

16. For the foregoing reasons, this Court has jurisdiction over this matter based on diversity of citizenship pursuant to 28 U.S.C. § 1332. This action may be removed to this Court pursuant to 28 U.S.C. § 1441(a).

17. The United States District Court for the Eastern District of Pennsylvania is the federal judicial district encompassing the Court of Common Pleas of Philadelphia County, Pennsylvania, where this suit was originally filed. Venue is therefore proper in this district under 28 U.S.C. § 1441(a).

18. Accordingly, this action may be removed from the Court of Common Pleas of Philadelphia County, Pennsylvania, and brought before the United States District Court for the Eastern District of Pennsylvania pursuant to 28 U.S.C. §§ 1332(a)(1) and 1441(a).

19. Under the provisions of 28 U.S.C. § 1446(d), Defendant will promptly file a copy of this Notice of Removal with the clerk of the Court of Common Pleas of Philadelphia County, Pennsylvania, and will serve a copy of the same upon counsel for Plaintiff. A true and accurate copy of the Notice of Filing Notice of Removal is attached hereto as Exhibit B.

WHEREFORE, notice is hereby given that this action is removed from the Court of Common Pleas of Philadelphia County, Pennsylvania, to the United States District Court for the Eastern District of Pennsylvania.

Respectfully submitted,

WEIR & PARTNERS LLP

Dated: December 16, 2021

By: /s/ Steven E. Angstreich
Steven E. Angstreich, Esquire
Attorney I.D. No.: 3739
1339 Chestnut Street, Suite 500
Philadelphia, PA 19107
215-665-8181
sangstreich@weirpartners.com

*Attorneys for Defendant, Crawl Space Door
System, Inc. d/b/a Crawl Space Door Systems,
Inc.*

EXHIBIT “A”

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

NOVEMBER 2021

001950

E-Filing Number: 2111048409

PLAINTIFF'S NAME PHILADELPHIA PROFESSIONAL COLLECTIONS LLC		DEFENDANT'S NAME CRAWL SPACE DOOR SYSTEM, INC., ALIAS: CRAWL SPACE DOOR SYSTEMS, INC.	
PLAINTIFF'S ADDRESS ONE LIBERTY PL SUITE 1900 1650 MARKET ST PHILADELPHIA PA 19103		DEFENDANT'S ADDRESS 3700 SHORE DRIVE, STE. #101 VIRGINIA BEACH VA 23455	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input checked="" type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
		<p style="text-align: center;">FILED PRO PROTHY NOV 23 2021 M. RUSSO</p>	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>PHILADELPHIA PROFESSIONAL COLLECTIONS LLC</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY FARZANA ISLAM		ADDRESS WHITE AND WILLIAMS, LLP ONE LIBERTY PLACE, SUITE 1800 1650 MARKET STREET PHILADELPHIA PA 19103	
PHONE NUMBER (215) 864-7018	FAX NUMBER (215) 399-9617		
SUPREME COURT IDENTIFICATION NO. 323427		E-MAIL ADDRESS islamf@whiteandwilliams.com	
SIGNATURE OF FILING ATTORNEY OR PARTY FARZANA ISLAM		DATE SUBMITTED Tuesday, November 23, 2021, 06:18 pm	

COMMERCE PROGRAM ADDENDUM TO CIVIL COVER SHEET

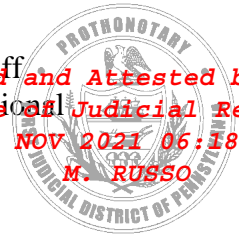
This case is subject to the Commerce Program because it is not an arbitration matter and it falls within one or more of the following types (check all applicable):

- _____ 1. Actions relating to the internal affairs or governance, dissolution or liquidation, rights or obligations between or among owners (shareholders, partners, members), or liability or indemnity of managers (officers, directors, managers, trustees, or members or partners functioning as managers) of business corporations, partnerships, limited partnerships, limited liability companies or partnerships, professional associations, business trusts, joint ventures or other business enterprises, including but not limited to any actions involving interpretation of the rights or obligations under the organic law (e.g., Pa. Business Corporation Law), articles of incorporation, by-laws or agreements governing such enterprises;
- X 2. Disputes between or among two or more business enterprises relating to transactions, business relationships or contracts between or among the business enterprises. Examples of such transactions, relationships and contracts include:
- _____ a. Uniform Commercial Code transactions;
- _____ b. Purchases or sales of business or the assets of businesses;
- _____ c. Sales of goods or services by or to business enterprises;
- _____ d. Non-consumer bank or brokerage accounts, including loan, deposit cash management and investment accounts;
- _____ e. Surety bonds;
- _____ f. Purchases or sales or leases of, or security interests in, commercial, real or personal property; and
- _____ g. Franchisor/franchisee relationships.
- _____ 3. Actions relating to trade secret or non-compete agreements;
- _____ 4. "Business torts," such as claims of unfair competition, or interference with contractual relations or prospective contractual relations;
- _____ 5. Actions relating to intellectual property disputes;
- _____ 6. Actions relating to securities, or relating to or arising under the Pennsylvania Securities Act;
- _____ 7. Derivative actions and class actions based on claims otherwise falling within these ten types, such as shareholder class actions, but not including consumer class actions, personal injury class actions, and products liability class actions;
- _____ 8. Actions relating to corporate trust affairs;
- _____ 9. Declaratory judgment actions brought by insurers, and coverage dispute and bad faith claims brought by insureds, where the dispute arises from a business or commercial insurance policy, such as a Comprehensive General Liability policy;
- _____ 10. Third-party indemnification claims against insurance companies where the subject insurance policy is a business or commercial policy and where the underlying dispute would otherwise be subject to the Commerce Program, not including claims where the underlying dispute is principally a personal injury claim.

WHITE AND WILLIAMS LLP

BY: Farzana Islam, Esquire
Identification No. 323427
1650 Market Street | One Liberty Place, Suite 1800 |
Philadelphia, PA 19103-7395
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islamf@whiteandwilliams.com

Attorneys for Plaintiff
Philadelphia Professional
Collections, LLC



PHILADELPHIA PROFESSIONAL
COLLECTIONS, LLC
1650 Market Street
Suite 1800
Philadelphia, PA 19103

Plaintiff,

v.

CRAWL SPACE DOOR SYSTEM, INC., D/B/A
CRAWL SPACE DOOR SYSTEMS, INC.
3700 Shore Drive, Ste. #101
Virginia Beach, VA 23455

Defendant.

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS

NO.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you a judgment may be entered against you by the court without further notice for any money claimed in the complaint of for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**Philadelphia Bar Association Lawyer Referral and Information Service
Philadelphia, Pennsylvania 19107
(215) 238-6333/TTY (215) 451-6197**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decider a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**Asociacion De Licenciados De Filadelfia
Servicio De Referencia E Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-6333/TTY (215) 451-6197**

WHITE AND WILLIAMS LLP

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Attorneys for Plaintiff
Philadelphia Professional
Collections, LLC

PHILADELPHIA PROFESSIONAL
COLLECTIONS, LLC
1650 Market Street
Suite 1800
Philadelphia, PA 19103

Plaintiff,

v.

CRAWL SPACE DOOR SYSTEM, INC., D/B/A
CRAWL SPACE DOOR SYSTEMS, INC.
3700 Shore Drive, Ste. #101
Virginia Beach, VA 23455

Defendant.

: PHILADELPHIA COUNTY
: COURT OF COMMON PLEAS

: NO.

COMPLAINT

Plaintiff Philadelphia Professional Collections, LLC, by and through its undersigned counsel, for its Complaint against Defendant Crawl Space Door System, Inc., d/b/a Crawl Space Door Systems, Inc., alleges as follows:

THE PARTIES

1. Plaintiff Philadelphia Professional Collections LLC (“Plaintiff” or “PPC”) is a Pennsylvania limited liability company with a principal place of business located at 1650 Market Street, Suite 1800, Philadelphia, Pennsylvania 19103.

2. Defendant Crawl Space Door System, Inc., d/b/a Crawl Space Door Systems, Inc., (“Defendant” or “Crawl Space”) is a corporation organized under the laws of the State of Virginia, with a principal place of business at 3700 Shore Drive, Ste. #101, Virginia Beach, Virginia 23455.

JURISDICTION AND VENUE

3. Jurisdiction and venue are proper in this Court because the transactions and/or occurrences giving rise to this cause of action occurred in Philadelphia County, Pennsylvania.

4. Specifically, William Sykes, President of Crawl Space, contacted Michael N. Onufrak, a former partner located in the Philadelphia office of White and Williams, LLP (“W&W”), and requested that W&W represent Crawl Space in litigation pending before the United States District Court of New Jersey, captioned *Smart Vent Products, Inc. v. Crawl Space Door System, Inc.*, Docket No. 1:13-cv-05691-JBS-JKW (the “Litigation”).

5. Prior to engaging in legal services, Mr. Onufrak sent Defendant an engagement letter for the Litigation from W&W’s Philadelphia office. A copy of the engagement letter, dated October 14, 2015 (the “Engagement Letter”), is attached hereto as **Exhibit A**.

6. Defendant signed the Engagement Letter and returned it to Mr. Onufrak.

7. Thereafter, various attorneys in W&W’s Philadelphia office rendered services on behalf of W&W to Defendant for the Litigation.

FACTS

8. PPC is the assignee of W&W as to any accounts, accounts receivable, claims, or causes of action that W&W has, or had, against the Defendant.

9. On or about October 14, 2015, Defendant engaged W&W to perform legal services on behalf of Defendant in connection with the Litigation.

10. Specifically, Defendant sought representation in a matter pending before the United States District Court of New Jersey, captioned *Smart Vent Products, Inc. v. Crawl Space Door System, Inc.*, Docket No. 1:13-cv-05691-JBS-JKW (the “Litigation”).

11. As set forth in the parties’ Engagement Letter, Defendant agreed that W&W would be paid for its legal services on an hourly basis. As expressly noted by Mr. Onufrak:

W&W charges for its services on an hourly basis. The rates set forth herein are less than we typically would charge for a case like this one but the rates were adjusted downward to fit within the fee structure acceptable to Selective Insurance Company of America, your carrier . . . My adjusted hourly rate is \$350 per hour. Associates in our Commercial Litigation group who may be assisting me in the handling of this matter have adjusted hourly rates of \$225-245. Paralegals have the adjusted rate of \$100 per hour.

Ex. A at 2.

12. William Sykes, President of Crawl Space, signed the Engagement Letter on behalf of Defendant.

13. Upon information and belief, Mr. Sykes is also a licensed attorney.

14. Throughout the Litigation, W&W defended Crawl Space against unfair competition, negligent misrepresentation, and federal trademark infringement claims alleged by its competitor, Smart Vent Products, Inc. W&W also rendered services in furtherance of all counterclaims and eleven affirmative defenses on Crawl Space’s behalf.

15. The Litigation proceeded to trial for three weeks between October 7, 2019 and October 29, 2019. There, the jury found in favor of Crawl Space with respect to its defenses and counterclaims and awarded \$300,000 in damages.

16. Thereafter, W&W filed all appropriate post-trial motions on behalf of Defendant and a Notice of Appeal to the United States Court of Appeals for the Third Circuit challenging the damages award, the denial of Crawl Space's request for attorneys' fees, and Crawl Space's post-trial motion for sanctions.

17. On or about October 20, 2020, Crawl Space retained the legal services of Mr. Matthew Z. Earle, an attorney unaffiliated with W&W.

18. Upon information and belief, Crawl Space and Smart Vent Products, Inc. settled the Litigation after retaining Mr. Earle.

19. Crawl Space refused to disclose the amount of settlement to W&W.

20. W&W performed all legal services required of it pursuant to the agreement with Defendant, including but not limited to representing Crawl Space in pre-trial litigation, at trial, and in post-trial litigation between October 2015 and October 2020.

21. On or about June 4, 2021, W&W informed Crawl Space of the outstanding balance of \$670,077.93 due for legal services rendered by W&W pursuant to the agreement with Crawl Space. See **Exhibit B**.

22. Following Defendant's nonpayment of the \$670,077.93, W&W assigned all of its rights and claims (the "Assignment") against Defendant Crawl Space to PPC. A true and accurate copy of the Assignment is attached as **Exhibit C**.

COUNT ONE – BREACH OF CONTRACT

23. PPC incorporates by reference as if fully set forth herein all of the averments of the preceding paragraphs of this Complaint.

24. Defendant agreed to pay for legal services provided by W&W in connection with the Litigation in accordance with the parties' agreement.

25. Despite demand, Defendant has failed and refused to make full payment of the amounts owed to W&W.

26. In breach of Defendant's agreement with W&W, Defendant has failed and refused to pay for legal services invoiced by W&W pursuant to the agreement, which amount totals \$670,077.93, exclusive of interest.

27. Pursuant to W&W's assignment, PPC is entitled to recover all amounts owed by Defendant to W&W.

28. WHEREFORE, Plaintiff Philadelphia Professional Collections LLC respectfully requests that the Court enter judgment in its favor and against Defendant Crawl Space in the amount of \$670,077.93, together with interest, costs, and such further relief as the Court deems just and proper.

COUNT TWO – UNJUST ENRICHMENT

29. Plaintiff incorporates by reference as if fully set forth herein all of the averments of the preceding paragraphs of this Complaint.

30. Alternatively, beginning on or about October 14, 2015, at Defendant's request, W&W performed legal services for Defendant and incurred costs and expenses on Defendant's behalf in connection with the Litigation.

31. Defendant knowingly accepted and benefited from the legal services provided by W&W, and from the associated costs and expenses W&W incurred on Defendant's behalf, without paying for the aforementioned legal services, costs or expenses.

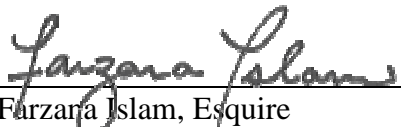
32. Defendant's failure to pay W&W for the legal services it provided, and for the associated costs and expenses W&W incurred on his behalf, caused Defendant to be unjustly enriched, at the expense of W&W, under circumstances which would make it inequitable for Defendant to have obtained the benefit of such services without payment for their value.

33. The fair and reasonable value of the legal services provided by W&W to Defendant, and for the associated costs and expenses incurred on Defendant's behalf, is \$670,077.93.

34. Pursuant to W&W's assignment, PPC is entitled to recover all such amounts owed by Defendant.

WHEREFORE, Plaintiff Philadelphia Professional Collections LLC respectfully requests that the Court enter judgment in its favor and against Defendant Crawl Space in the amount of \$670,077.93, together with interest, costs, and such further relief as the Court deems just and proper.

WHITE AND WILLIAMS LLP

BY: 
Farzana Islam, Esquire
Attorneys for Plaintiff,
Philadelphia Professional Collections
LLC

Dated: November 23, 2021

VERIFICATION

I, Peter J. Mooney, Esquire, hereby verify that I am the President of Philadelphia Professional Collections LLC, that I am authorized to make this Verification on its behalf, and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that the statements made therein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Peter J. Mooney", written in a cursive style.

Peter J. Mooney, President

Dated: November 23, 2021

CERTIFICATE OF SERVICE

I, Farzana Islam, Esq., hereby certify that on this 23rd day of November 2021, I caused a true and correct copy of the foregoing Complaint to be served on Defendant by way of the Court's ECF System and by First Class U.S. Mail as follows:

CRAWL SPACE DOOR SYSTEM, INC., D/B/A
CRAWL SPACE DOOR SYSTEMS, INC.
3700 Shore Drive, Ste. #101
Virginia Beach, VA 23455

WHITE AND WILLIAMS LLP

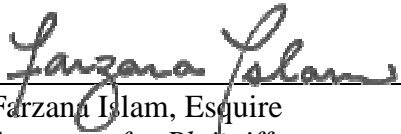
BY: 
Farzana Islam, Esquire
Attorneys for Plaintiff,
Philadelphia Professional Collections
LLC

EXHIBIT A



Michael N. Onufrak

1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103-7395
Direct 215.864.7174 | Fax 215.789.7674
onufrakm@whiteandwilliams.com | whiteandwilliams.com

October 12, 2015

By E-Mail – billy@crawlspacedoors.com

William G. Sykes, President
Crawl Space Door System, Inc.
3700 Shore Drive #101
Virginia Beach, VA 23455

RE: Smart Vent Products, Inc. v. Crawl Space Door System, Inc., etc.

No. 1:13-cv-05691-JBS-JKW
Selective Claim No. 21365766

Dear Mr. Sykes:

Thank you for giving White and Williams LLP ("W&W") the opportunity to replace Rivkin Radler and represent Crawl Space Door System, Inc. ("Crawl Space") (hereinafter "Client") as counsel, in litigation pending in the United States District Court for the District of New Jersey (Camden) entitled Smart Vent Products, Inc. v. Crawl Space Door System, Inc., etc. ("Litigation"). Your insurance carrier Selective Insurance Company of America authorized White and Williams to represent your company on the counterclaim but only to the extent it buttresses the defense of Smart Vent's claim. I understand you will hire your own counsel, probably Dean E. Weisgold, P.C., to assist White and Williams in handling the counterclaim in the event it is necessary for something to be done on the counterclaim that does not necessarily buttress the defense of plaintiff's case-in-chief or if White and Williams withdraws if Selective ceases to pay defense costs. Examples of tasks that might be performed by co-counsel on the counterclaim would be development of a damages theory beyond the amount demanded by plaintiff in its case-in-chief or pursuit of punitive damages. This letter will serve to follow up on our conversation concerning White and Williams LLP ("W&W") providing legal services to Crawl Space.

For the sake of clarity, and as required by the Rules of Professional Conduct, I will set forth in this letter the understanding between W&W and Crawl Space with respect to our ongoing representation. If there is any portion of this letter which is unclear, I ask that you please give me a call so that we can go over it together.

William G. Sykes, President
October 12, 2015
Page 2

W&W charges for its services on an hourly basis. The rates set forth herein are less than we typically would charge for a case like this one but the rates were adjusted downward to fit within the fee structure acceptable to Selective Insurance Company of America, your carrier which is defending Crawl Space under a reservation of rights letter. My adjusted hourly rate is \$350 per hour. Associates in our Commercial Litigation group who may be assisting me in the handling of this matter have adjusted hourly rates of \$225 - \$245. Paralegals have the adjusted rate of \$100 per hour. I will remain the primary attorney in charge of the litigation. Please be assured that it is W&W's practice to assign tasks in the most efficient and economic manner possible under the circumstances. Our hourly rates may be adjusted from time to time, normally at the end of each calendar year, but the rates which I have given to you will remain in place through calendar year 2016.

Charges are also made for expenditures incurred on behalf of Clients, including filing fees, photocopying, long distance telephone, excess postage, clerical overtime, computer research, travel costs and the like. Our statements for services rendered usually are provided monthly, covering time recorded through the previous month, plus disbursements, and are payable upon presentation.

It is W&W's practice on assuming representation of a new Client to request a retainer, in this case in the amount of \$ - 0 -, be forwarded to us. The amount of our billings will be deducted from the retainer which Client has provided to us and we may request that you replenish the retainer up to the level of \$ - 0 -, on a monthly basis. This retainer does not represent the total fees anticipated to complete this matter, but will be applied against our bills as they are submitted. Obviously, if our representation is concluded at a point when the retainer has not been fully utilized, we will either hold the remaining balance as a credit against future services, or refund the remaining balance, as you direct.

All billing will be sent to Selective and payment will be made by Selective. In the event that Selective ceases its defense of Crawl Space, then, after reasonable notice to Crawl Space, White and Williams will seek to withdraw as counsel for Crawl Space unless Crawl Space agrees to post a retainer satisfactory to White and Williams at that time.

We understand that all communication concerning this representation will, until we are instructed otherwise, be through you, and that correspondence and billing statements with respect to this matter should be addressed to you at the above address.

Under our standard representation procedures, W&W may discontinue its representation of Client if an invoice is not paid within 30 days of mailing, or if the retainer, when requested, is not forthcoming. If it becomes necessary to discontinue our representation, W&W will be relieved of any further obligations to Client. Moreover, in the event that we are representing Client in any litigation at such time as our invoices remain unpaid, Client agrees that W&W may immediately withdraw as counsel by filing the appropriate motion or praecipe for withdrawal as required by the Court.

William G. Sykes, President
October 12, 2015
Page 3

As with all representations of this type, we believe it essential that all parties continue to feel comfortable and confident in the arrangement. Accordingly, you should feel free to terminate our engagement at any time (subject to the arrangement with respect to the payment of fees) and we must reserve the same right.

Please be advised that it is W&W's policy to retain Client files for a period of six (6) years after the termination of a matter, at which time the files will be destroyed. Prior to its destruction, you may forward a written request for return of the file, which we will provide at no additional cost except for postage or shipping charges, provided that all sums due and owing to W&W have been paid in full at that time. Upon closing the file, W&W will attempt to return to you any original documents contained in the file.

While I am sure that the above appears rather formal, it is our sincere desire that you clearly understand the activities involved in your representation, and our fees for services. I will be the attorney responsible for your work and for the preparation of Client's bills. We encourage you to contact us promptly if you have any concerns or questions about any aspects of our services or our bills.

We appreciate your giving us the opportunity to represent you, and certainly look forward to serving you on an ongoing basis.

Very truly yours,

WHITE AND WILLIAMS LLP



Michael N. Onufrak

MNO:med

Cc: David G. Hahn, Esq. (Via E-Mail – David.hahn@selective.com)


The above terms are understood and agreed to:

APPROVED:

CRAWL SPACE DOOR SYSTEM, INC.

SELECTIVE INSURANCE COMPANY OF
AMERICA

By: 
William G. Sykes, President

BY: 
David G. Hahn, Complex Claims Counsel
Corporate Claims

DATE: 10/14/2015

DATE: 10/14/15

EXHIBIT B



Peter J. Mooney

1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103-7395
Direct 215.864.7164 | Fax 215.789.7664
mooney@whiteandwilliams.com | whiteandwilliams.com

June 4, 2021

VIA E-MAIL

William G. Sykes, President
Crawl Space Door Systems, Inc.
5741 Bayside Road #105
Virginia Beach, VA 23455

**RE: Outstanding Accounts Receivable Owed to White and Williams LLP –
Crawl Space Door Systems, Inc.**

Dear Mr. Sykes:

I am the person at White and Williams, LLP tasked with collecting delinquent accounts receivable from clients. As you are probably aware, you owe White and Williams \$670,077.93.

The procedure here at White and Williams, if I cannot reach an acceptable accommodation with a client to satisfy outstanding accounts, is that the account receivable is assigned to Philadelphia Professional Collections, LLC (“PPC”), a limited liability company wholly-owned by White and Williams. PPC will then file a Complaint against the ex-client seeking to collect the outstanding account. Although this is not my preferable resolution to any outstanding accounts with prior clients, it is sometimes necessary. I hope that is not necessary in this case.

After receipt of this letter, kindly contact me to discuss making arrangements to pay the outstanding account that you owe to White and Williams. If I do not hear from you on or before the close of business on June 11, 2021, the account receivable will be assigned by White and Williams to PPC, which will then file suit against you to collect the debt. In order to obviate the expense, annoyance and adverse consequences of being involved in litigation, I respectfully request that you contact me so that we can resolve this matter.

I am looking forward to your anticipated cooperation and I remain,

Very truly yours,

WHITE AND WILLIAMS LLP

A handwritten signature in black ink, appearing to read "Peter J. Mooney". The signature is fluid and cursive, with the first name "Peter" and last name "Mooney" clearly distinguishable.

Peter J. Mooney

PJM:vl

EXHIBIT C

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made this 2nd day of June, 2021 by White and Williams LLP, a Pennsylvania limited partnership (“**W&W**”), to Philadelphia Professional Collections LLC, a Pennsylvania limited liability company (“**PPC**”).

BACKGROUND

- A. W&W is a Pennsylvania limited partnership engaging in the practice of law.
- B. PPC is a Pennsylvania limited liability company, engaged in the business of collecting accounts receivable and other claims of professional organizations such as law firms, accounting firms, physicians, accountants, etc.
- C. W&W desires to sell, assign, transfer and convey all of its right, title and interest, in, to and under any accounts, contract rights, claims or causes of action (collectively, “**Claims**”) that it has against Crawl Space Door Systems, Inc. to PPC.

ASSIGNMENT

NOW, THEREFORE, W&W, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees as follows:

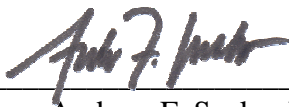
1. **Assignment.** W&W hereby sells, assigns, transfers, and conveys unto PPC, all of W&W’s right, title, interest and ownership of any nature whatsoever, in, to, or under any Claims which W&W has or may have against Crawl Space Door Systems, Inc. (the “**Account Debtor**”). Such assignment is non-recourse to W&W.
2. **Assignor’s Representations and Warranties.** W&W represents and warrants to PPC that it has the right to assign the Claims hereunder, that such Claims are assigned free and clear of any liens, claims or encumbrances whatsoever in favor of any third party, and that

W&W has not previously pledged, assigned, sold, transferred or encumbered any of the Claims set forth herein to any other party, person or entity. Furthermore, W&W represents and warrants that the total amount of accounts receivable due and owing by the Account Debtor to W&W is, as of June 2, 2021, \$670,077.93. W&W makes no representations or warranties whatsoever except those set forth above.

3. **Cooperation.** W&W agrees to cooperate with PPC in connection with the collection of the Claims and, if necessary, to testify at any proceedings commenced by PPC to collect or otherwise satisfy same. In addition, W&W will make its files available to PPC, if necessary, in connection with such collective activities.

4. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and will be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

WHITE AND WILLIAMS LLP

By  _____
Andrew F. Susko, Partner

Acceptance of Assignment:

Philadelphia Professional Collections LLC
hereby accepts the above Assignment:

Peter J. Mooney, President

EXHIBIT “B”

WEIR & PARTNERS LLP

By: Steven E. Angstreich, Esquire

Attorney I.D. No.: 3739

1339 Chestnut Street, Suite 500

Philadelphia, PA 19107

215-665-8181

sangstreich@weirpartners.com

Attorneys for Defendant, Crawl Space Door System, Inc. d/b/a

Crawl Space Door Systems, Inc.

PHILADELPHIA PROFESSIONAL
COLLECTIONS, LLC

Plaintiff.

Vs.

CRAWL SPACE DOOR SYSTEM, INC.
d/b/a CRAWL SPACE DOOR SYSTEMS, INC.

Defendant.

: COURT OF COMMON PLEAS
:
:
: PHILADELPHIA COUNTY
:
: NOVEMBER TERM, 2021
:
: NO.: 01950
:
:
:
:
:
:

NOTICE OF FILING OF NOTICE OF REMOVAL

PLEASE TAKE NOTICE that on December 16, 2021, Defendant Crawl Space Door System, Inc., d/b/a Crawl Space Door Systems, Inc. (“Defendant”) removed the above-captioned action to the United States District Court for the Eastern District of Pennsylvania. Pursuant to 28 U.S.C. § 1446(d), Defendant hereby files a copy of the Notice of Removal attached hereto as Exhibit “A” to this Notice. Pursuant to 28 U.S.C. § 1446(d), this Court shall take no further action with regard to the above-captioned action unless and until the case is remanded.

Respectfully submitted,

WEIR & PARTNERS LLP

Date: December 16, 2021

By: /s/ Steven E. Angstreich

Steven E. Angstreich, Esquire

*Attorneys for Defendant, Crawl Space Door
System, Inc. d/b/a Crawl Space Door Systems,
Inc.*

WEIR & PARTNERS LLP

By: Steven E. Angstreich, Esquire

Attorney I.D. No.: 3739

1339 Chestnut Street, Suite 500

Philadelphia, PA 19107

215-665-8181

sangstreich@weirpartners.com

Attorneys for Defendant, Crawl Space Door System, Inc. d/b/a

Crawl Space Door Systems, Inc.

PHILADELPHIA PROFESSIONAL
COLLECTIONS, LLC

Plaintiff.

Vs.

CRAWL SPACE DOOR SYSTEM, INC.
d/b/a CRAWL SPACE DOOR SYSTEMS, INC.

Defendant.

: COURT OF COMMON PLEAS
:
:
: PHILADELPHIA COUNTY
:
: NOVEMBER TERM, 2021
:
: NO.: 01950
:
:
:
:
:

CERTIFICATE OF SERVICE

I, Steven E. Angstreich, Esquire, hereby certify that on December 16, 2021, I caused to be served a true and correct copy of the foregoing Notice of Filing of Notice of Removal via U.S. First-Class Mail and email upon the following:

Farzana Islam, Esq.
White & Williams LLP
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103
islamf@white@williams.com
Attorneys for Plaintiff

WEIR & PARTNERS LLP

Date: December 16, 2021

By: /s/ Steven E. Angstreich

Steven E. Angstreich, Esquire

*Attorneys for Defendant, Crawl Space Door
System, Inc. d/b/a Crawl Space Door Systems,
Inc.*

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

PHILADELPHIA PROFESSIONAL COLLECTIONS LLC	:	CIVIL ACTION NO.:
	:	
Plaintiff,	:	
	:	
CRAWL SPACE DOOR SYSTEM, INC. d/b/a	:	
CRAWL SPACE DOOR SYSTEMS, INC.	:	
	:	
Defendant.	:	

CERTIFICATE OF SERVICE

I, Steven E. Angstreich, Esquire, hereby certify that on December 16, 2021, I caused to be served a true and correct copy of the foregoing Notice of Removal via U.S. First-Class Mail and email upon the following:

Farzana Islam, Esq.
White & Williams LLP
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103
islamf@white@williams.com
Attorneys for Plaintiff

WEIR & PARTNERS LLP

Dated: December 16, 2021

By: /s/ Steven E. Angstreich
Steven E. Angstreich, Esquire
Attorney I.D. No.: 3739
1339 Chestnut Street, Suite 500
Philadelphia, PA 19107
215-665-8181
sangstreich@weirpartners.com

*Attorneys for Defendant, Crawl Space Door
System, Inc. d/b/a Crawl Space Door Systems,
Inc.*